Tracking #_____

WASTE CHARACTERIZATION REPORT

☐ ***I authorize EQ – The Environmental Quality Company to choose the appropriate facility and method of waste management from the technologies offered at the EQ facilities identified below.***

☐ **Michigan Disposal Waste Treatment Plant** (Stabilization and Treatment)	49350 N. I-94 Service Drive, Belleville, MI 48111 Phone: 800-592-5489	Fax: 800-592-5329	EPA ID # MID 000 724 831
☐ **Wayne Disposal, Inc. Site #2 Landfill** (Hazardous & PCB Waste Landfill)	49350 N. I-94 Service Drive, Belleville, MI 48111 Phone: 800-592-5489	Fax: 800-592-5329	EPA ID # MID 048 090 633
■ **EQ Detroit, Inc.** (Stabilization, Wastewater Treatment)	1923 Frederick Street, Detroit, MI 48211 Phone: 313-923-0080	Fax: 313-923-3375	EPA ID # MID 980 991 566
☐ **EQ Resource Recovery, Inc.** (Solvent Recycling, Fuel Blending, WW Treatment)	36345 Van Born Road, Romulus, MI 48174 Phone: 866-373-8357	Fax: 734-326-4033	EPA ID # MID 060 975 844
☐ **EQ North Carolina** (Stabilization, Treatment, Labpack Decommissioning)	1005 Investment Blvd, Apex, NC 27502 Phone: 919-363-4700	Fax: 919-363-4714	EPA ID # NCD 982 170 292
☐ **EQ Florida, Inc.** (Drum Consolidation, Labpack Decommissioning)	7202 East 8th Ave, Tampa, FL 33619 Phone: 813-623-5463	Fax: 813-628-0842	EPA ID # FLD 981 932 494
☐ **EQ Transfer & Processing** (Drum Transfer/Universal Waste Handling)	2000 Ferry Street, Detroit, MI 48211 Phone: 313-923-0080	Fax: 313-922-8419	EPA ID # MIK 939 928 313
☐ **EQ Indianapolis** (Drum Transfer/Non-Hazardous Waste Processing)	4000 West 10th Street, Indianapolis, IN 46222 Phone: 317-247-7160	Fax: 317-247-7170	EPA ID # IND 161 049 309
☐ **EQ Atlanta** (Drum Transfer/Non-Hazardous Waste Processing)	5600 Fulton Industrial Blvd SW, Atlanta, GA 30336 Phone: 404-494-3520	Fax: 404-494-3560	EPA ID # GAR 000 039 776
☐ **EQ Augusta, Inc.** (Wastewater Treatment)	3920 Goshen Industrial Blvd, Augusta, GA 30906 Phone: 706-771-9100	Fax: 706-771-9124	EPA ID # GAR 000 011 817

Waste Common Name: Aerosols (Item Q)

Section 1 – Generator & Customer Information

SIC/NAICS* 9999

Generator EPA ID # NYD072710502

Generator US EPA Region II-Westwood Chemical Corp. Site

Facility Address 46 Tower Drive

City Middletown State NY Zip 10941

County Orange

Mailing Address 2890 Woodbridge Ave., Bldg. 209

City Edison State NJ Zip 08837

Generator Contact Dilshad Perera

Title On-Scene Coordinator

Phone 908-420-4514 Fax 908-420-

*For a list of NAICS codes, please refer to Section 9 of the EQ Resource Guide.

Internal Use Only: EQ Division _____

EQ Customer No. 5252

Invoicing Company Capitol Environmental Services, Inc.

Address 15C Trolley Square

City Wilmington State DE Zip 19806

Country United States

Invoicing Contact Amy Moser

Phone 302-652-8999 Fax 302-652-8980

Technical Contact Mike Schubert

Phone 302-652-8999 Fax 302-652-5330

Mobile 302-383-0732 Pager N/A

E-mail mike.schubert@capitol-environmental.com

Section 2 – Shipping & Packaging Information

2.1) Shipping Volume & Frequency 1 drum

■ One Time Only ☐ Year ☐ Quarter ☐ Month

2.2) DOT Shipping Name RQ, Waste Aerosols, Flammable, (Each Not Exceeding 1L Capacity), 2.1, UN1950

2.3) Is this waste surcharge exempt? ■ Yes ☐ No

If yes, please attach a surcharge exemption form, found in Section 2 of the EQ Resource Guide.

2.4) Packaging **(check all that apply)**

☐ Bulk Solid (Yd^3 < 2000 lbs/yd^3)
☐ Bulk Solid (Ton >2000 lbs/yd^3)
☐ Bulk Liquids (Gallon)
☐ Totes, Size _____
☐ Cubic Yard Boxes/Bags
■ Drums, Size 55 gallon
☐ Other (palletized, 5 gal. Pail, etc.) _____

Quoted bulk disposal charges for solid materials will be billed by the cubic yard, if the waste density is less than 2,000lbs./cubic yard. If waste density is greater than 2,000 lbs./cubic yard, then bulk disposal charges will be billed by the ton, regardless of the approved container.

352523

Section 3 – Physical Characteristics

3.1) Color varies 3.2) Odor paint

3.3) Does this waste contain any "Potentially Odorous Constituents" as defined in the EQ Resource Guide? (Section 3) ☐ Yes ■ No

3.4) Physical State at 70°F: ☐ Solid ☐ Dust/Powder ■ Liquid/Gas ☐ Sludge

3.5) What is the pH of this waste? ☐ ≤2 ☐ 2.1-4.9 ■ 5-10 ☐ 10.1-12.4 ☐ ≥12.5

3.6) What is the flash point of this waste? ■ <90°F ☐ 90-140°F ☐ 140-199°F ☐ >200°F

3.7) Does this waste contain? (check all that apply)

☐ None	■ Free Liquids	☐ Oily Residue	☐ Metal Fines	☐ Biodegradable Sorbants	☐ Amines
☐ Ammonia	☐ Water Reactive	☐ Biohazard	☐ Aluminum	☐ Shock Sensitive Waste	☐ Reactive Waste
☐ Radioactive Waste	☐ Explosives	☐ Pyrophoric Waste	☐ Isocyanates	☐ Asbestos – non-friable	☐ Asbestos – friable
☐ Dioxins	☐ Furans				

Section 4 – Waste Composition and Generating Process

4.1) Describe the physical composition of the waste (i.e., soil, water, PPE, debris, key chemical compounds, etc.)

Aerosol cans (paint, adhesive, lubricants) 100 to 100 %

_____ to _____ %

_____ to _____ %

_____ to _____ %

Total: 100%

4.2) Provide a *detailed* description of the process generating this waste (attach flow diagram if available).

CERCLA cleanup of a former antiperspirant manufacturer; unused left-over virgin material

Section 5 – Is This Hazardous Waste?

Please refer to Section 5 of the EQ Resource Guide for a list of waste codes

As determined by 40 CFR, Part 261 and State Rules: **Please list applicable waste code(s):**

5.1) Is this an EPA RCRA listed hazardous waste (F, K, P or U)? ☐ Yes ■ No

5.2) Is this an EPA RCRA characteristic hazardous waste (D001-D043)? ■ Yes ☐ No D001

5.3) Do any State Hazardous Waste Codes apply? ☐ Yes ■ No

5.4) Is this waste intended for wastewater treatment? ☐ Yes* ■ No

If you answered 'no' to 5.1, 5.2, and 5.3, please skip to Section 7. *If you answered 'yes' to 5.4, please attach the Waste Characterization Report Addendum found in Section 7 of the EQ Resource Guide.

Section 6 – Hazardous Wastes

6.1) Does this waste exceed Land Disposal Restriction levels? ■ Yes ☐ No

6.1a) If this waste stream is greater than 50% soil, does it meet the alternative soil treatment standards of 40 CFR 268.49? ☐ Yes ■ No

6.1b) Does this waste contain greater than 50% debris, by volume? (Debris is greater than 2.5 inches in size.) ☐ Yes ■ No

6.2) Is the waste an oxidizer (D001)? ☐ Yes ■ No

6.3) Does this waste contain reactive cyanide ≥ 250 ppm (D003)? ☐ Yes ■ No

6.4) Does this waste contain reactive sulfide ≥ 500 ppm (D003)? ☐ Yes ■ No

6.5) Please indicate which constituent concentrations are below or above the regulatory level. Please indicate the basis used in the determination. Either "Below" or "Above" MUST be checked for each constituent.

Based On: ■ Generator Knowledge ☐ Analysis* ☐ MSDS*

***Please attach a copy. Analysis or MSDS are required for EQFL Non-hazardous wastes.**

Code		Regulatory Level TCLP (mg/l)	Concentration (if above)
D004	Arsenic	5	■ Below ☐ Above _____
D005	Barium	100	■ Below ☐ Above _____
D006	Cadmium	1	■ Below ☐ Above _____
D007	Chromium	5	■ Below ☐ Above _____
D008	Lead	5	■ Below ☐ Above _____
D009	Mercury	0.2	■ Below ☐ Above _____
D010	Selenium	1	■ Below ☐ Above _____
D011	Silver	5	■ Below ☐ Above _____
D012	Endrin	0.02	■ Below ☐ Above _____
D013	Lindane	0.4	■ Below ☐ Above _____
D014	Methoxychlor	10	■ Below ☐ Above _____
D015	Toxaphene	0.5	■ Below ☐ Above _____
D016	2,4-D	10	■ Below ☐ Above _____
D017	2,4,5-TP (Silvex)	1	■ Below ☐ Above _____
D018	Benzene	0.5	■ Below ☐ Above _____
D019	Carbon Tetrachloride	0.5	■ Below ☐ Above _____
D020	Chlordane	0.03	■ Below ☐ Above _____
D021	Chlorobenzene	100	■ Below ☐ Above _____
D022	Chloroform	6.0	■ Below ☐ Above _____
D023	o-Cresol	200	■ Below ☐ Above _____

Code		Regulatory Level TCLP (mg/l)	Concentration (if above)
D024	m-Cresol	200	■ Below ☐ Above _____
D025	p-Cresol	200	■ Below ☐ Above _____
D026	Cresols	200	■ Below ☐ Above _____
D027	1,4-Dichlorobenzene	7.5	■ Below ☐ Above _____
D028	1,2-Dicholoroethane	0.5	■ Below ☐ Above _____
D029	1,1-Dichloroethylene	0.7	■ Below ☐ Above _____
D030	2,4-Dinitrotoluene	0.13	■ Below ☐ Above _____
D031	Heptachlor	0.008	■ Below ☐ Above _____
D032	Hexachlorobenzene	0.13	■ Below ☐ Above _____
D033	Hexachlorobutadiene	0.5	■ Below ☐ Above _____
D034	Hexachloroethane	3.0	■ Below ☐ Above _____
D035	Methyl Ethyl Ketone	200	■ Below ☐ Above _____
D036	Nitrobenzene	2	■ Below ☐ Above _____
D037	Pentachlorophenol	100	■ Below ☐ Above _____
D038	Pyridine	5	■ Below ☐ Above _____
D039	Tetrachloroethylene	0.7	■ Below ☐ Above _____
D040	Trichloroethylene	0.5	■ Below ☐ Above _____
D041	2,4,5-Trichlorophenol	400	■ Below ☐ Above _____
D042	2,4,6-Trichlorophenol	2	■ Below ☐ Above _____
D043	Vinyl Chloride	0.2	■ Below ☐ Above _____

6.6) If this is a characteristic hazardous waste, does it contain underlying hazardous constituents? ☐ Yes ■ No

If yes, please list the constituents in Section 11.

Section 7 – Non-Hazardous Wastes

For a complete list of non-hazardous waste codes, please refer to Section 7 of the EQ Resource Guide

Please list applicable waste code:

7.1) Is this a Michigan non-hazardous liquid industrial waste? ☐ Yes ■ No
7.2) Is this a Universal waste? ☐ Yes ■ No
7.3) Is this a Recyclable Commodity? (e.g.: computer monitors, free mercury, etc.) ☐ Yes ■ No
7.4) Is this waste a recoverable petroleum product? ☐ Yes* ■ No
7.5) Is this waste used oil as defined by 40 CFR Part 279? ☐ Yes* ■ No

If you answered 'yes' to questions 7.4 or 7.5 please attach the Waste Characterization Report Addendum found in Section 7 of the EQ Resource Guide.

Section 8 – TSCA Information

8.1) What is the concentration of PCBs in the waste? ■ None ☐ 0-5 ppm ☐ 6-49 ppm ☐ 50-499 ppm ☐ 500+ ppm
8.2) Does the waste contain PCB contamination from a source with a concentration ≥ 50 ppm? ☐ Yes ■ No
If you answered "no" to 8.1 and 8.2, please skip to Section 9.
8.3) Has this waste been processed into a non-liquid form? ☐ Yes ☐ No
If yes, what was the concentration of PCBs prior to processing? ☐ N/A ☐ 0-499 ppm ☐ 500+ ppm
8.4) Is the non-liquid PCB waste in the form of soil, rags, debris, or other contaminated media? ☐ Yes ☐ No
8.5) Are you a PCB capacitor manufacturer or a PCB equipment manufacturer? ☐ Yes ☐ No
8.6) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained/flushed of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? ☐ N/A ☐ Yes ☐ No

Section 9 – Clean Air Act Information

NESHAP SIC*		
2812	2836	2875
2813	2841	2879
2816	2842	2891
2819	2843	2892
2821	2844	2893
2822	2851	2895
2823	2861	2899
2824	2865	2911
2833	2869	3312
2834	2873	4953
2835	2874	9511

9.1) Is this waste subject to regulation under 40 CFR, Part 63, Subpart DD or 40 CFR, Part 264, Subpart CC (RCRA)? ■ Yes ☐ No
(Does the waste contain >500 ppm Volatile Organic Hazardous Air Pollutants – VOHAP's or Volatile Organic Compounds – VOC's?)
For a complete list of VOHAP's, please see Section 11 of the EQ Resource Guide
9.2) Is the site, or waste, subject to any other MACT or NESHAP? ☐ Yes, please specify: _____ ■ No
9.3) Does this waste stream contain Benzene? ☐ Yes ■ No
If you answered "no" to 9.3, please skip to Section 10.
9.4) Does the waste stream come from a facility with one of the SIC/NAICS codes listed under the Benzene NESHAP identified in 40 CFR 61, Subpart FF? ☐ Yes ☐ No
9.5) Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) ≥10 Mg/year? ☐ Yes ☐ No
For assistance in calculating the TAB, please see the TAB Worksheet in Section 9 of the EQ Resource Guide.
If you answered "no" to question 9.4 and 9.5, please skip to Section 10.
9.6) Does the waste contain >10% water? ☐ Yes ☐ No
9.7) What is the TAB quantity for your facility? _____ Mg/Year
9.8) Does the waste contain >1.0 mg/kg total Benzene? ☐ Yes ☐ No
9.9) What is the total Benzene concentration in your waste? _____ Percent or _____ ppmw.

(Supporting analysis must be attached. Do not use TCLP analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602 and 624.)
*For a list of NAICS codes, please refer to Section 9 of the EQ Resource Guide.

Section 10 – Fuel Blending Information

10.1) Is this waste intended for fuel blending? ■ Yes* ☐ No
*If yes, Heat value (BTU/lb.) >5000 Chlorine (%) <1 Water (%) <1 Solids (%) <1
10.2) Is this waste intended for reclamation? ☐ Yes ■ No (5-Gallon Sample required for all reclaim waste streams)

Section 11 – Constituent Information

Please identify your waste constituents from these four categories: ***Underlying Hazardous Constituents (UHC's), Volatile Organic Hazardous Air Pollutants (VOHAP's), Volatile Organic Compounds (VOC's) and Toxic Release Inventory Constituents (TRI)***

Constituent	Concentration	UHC?		Constituent	Concentration	UHC?	
toluene	<5 %	☐ Yes	■ No			☐ Yes	☐ No
xylene	<5 %	☐ Yes	■ No			☐ Yes	☐ No
ethylbenzene	<5 %	☐ Yes	■ No			☐ Yes	☐ No
ethyl acetate	<5 %	☐ Yes	■ No			☐ Yes	☐ No
acetone	<5%	☐ Yes	■ No			☐ Yes	☐ No

Please see Section 11 of the EQ Resource Guide for a list of UHC's, VOHAP's and VOC's. For a complete list of TRI constituents, please refer to 40 CFR 372.65.

Section 12 – Certification

I certify that all information (including attachments) is complete and factual and is an accurate representation of the known and suspected hazards, pertaining to the waste described herein. I authorize EQ's Resource Team to add supplemental information to the waste approval file, provided I am contacted and give verbal permission. I authorize EQ's Resource Team to obtain a sample from any waste shipment for purposes of verification and confirmation. I agree that, if EQ approves the waste described herein, all such wastes that are transported, delivered, or tendered to EQ by Generator or on Generator's behalf shall be subject to, and Generator shall be bound by, the attached Standard Terms and Conditions.

Generator Signature _____ Printed Name Dilshad Perera

Company US EPA Region II Title OSC Date 09/29/05

The generator's signature MUST appear on the EQ Waste Characterization Report. If the generator has authorized a third party to certify this document, a written notice (on generator letterhead) must accompany this submittal. Although the EQ Resource Team is authorized to make certain modifications to the information provided on this form, the addition or removal of waste codes and waste constituents must be documented by the generator.

STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and EQ – The Environmental Quality Company and/or its member companies (hereinafter "EQ") related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Characterization Report, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste.

The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions

The following definitions shall apply for purposes of this Agreement:

"Acceptable Waste" shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

"Delivered Wastes" shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii)) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

"Non-Conforming Wastes" shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ's price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

Control of Operations.

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter, "Waste Management Facility"), including, without limitation, maintaining EQ's desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

Identification of Waste.

For each waste material to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ's analysis of such representative sample of the waste material and such Waste Characterization Report, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or any particular quantity or type of waste material, and EQ reserves the right to the decline to transport, treat and/or dispose of waste material. The Customer shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material. Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Characterization Report.

Non-Conforming Wastes.

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Wastes to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation and return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

Customer Warranty - Acceptable Wastes.

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Characterization Report. The information set forth in the Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer) to EQ, is and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

Customer Warranty - Title to Wastes.

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of any all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

Customer Warranty - Compliance with Laws.

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

Customer Warranty - Updating Information.

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

Customer Indemnity.

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statues, ordinances, orders, rules or regulations of any governmental entity or agency, caused or arising out of (i) a breach of this Agreement by the Customer, (ii) the failure of any warranty of the Customer to be true, accurate and complete, or (iii) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

Force Majeure

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of operation or transportation facilities, the inability to procure materials, equipment, or sufficient personnel or energy in order to meet operational needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstances beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

Governing Laws

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.